

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317504

|  |   |                       |  |
|--|---|-----------------------|--|
| <b>SUBMISSION TYPE:</b>                        | NEW ASSIGNMENT  |                       |  |
| <b>NATURE OF CONVEYANCE:</b>                   | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL  |                       |  |
| <b>CONVEYING PARTY DATA</b>                    |   |                       |  |
| <b>Name</b>                                    | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>                     |
| SOFTWARE IMPRESSIONS, LLC                      |   | 09/19/2014            | LIMITED LIABILITY COMPANY: CONNECTICUT |
| <b>RECEIVING PARTY DATA</b>                    |   |                       |  |
| <b>Name:</b>                                   | SAI Global Compliance, Inc.   |                       |  |
| <b>Street Address:</b>                         | 101 MORGAN LANE   |                       |  |
| <b>Internal Address:</b>                       | SUITE 301   |                       |  |
| <b>City:</b>                                   | PLAINSBORO  |                       |  |
| <b>State/Country:</b>                          | NEW JERSEY  |                       |  |
| <b>Postal Code:</b>                            | 08536   |                       |  |
| <b>Entity Type:</b>                            | CORPORATION: DELAWARE   |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>               |   |                       |  |
| <b>Property Type</b>                           | <b>Number</b>   | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>                    | 3246491   | ETHICSADVANTAGE       |  |
| <b>CORRESPONDENCE DATA</b>                     |   |                       |  |
| <b>Fax Number:</b>                             |   |                       |  |
|  | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |                       |  |
| <b>Email:</b>                                  | btroutman@winston.com, trademarkny@winston.com  |                       |  |
| <b>Correspondent Name:</b>                     | BECKY L. TROUTMAN   |                       |  |
| <b>Address Line 1:</b>                         | 101 CALIFORNIA STREET   |                       |  |
| <b>Address Line 2:</b>                         | WINSTON & STRAWN LLP  |                       |  |
| <b>Address Line 4:</b>                         | SAN FRANCISCO, CALIFORNIA 94111   |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>                 | 86248.1   |                       |  |
| <b>NAME OF SUBMITTER:</b>                      | Becky L. Troutman   |                       |  |
| <b>SIGNATURE:</b>                              | /BLT by trademarkny/  |                       |  |
| <b>DATE SIGNED:</b>                            | 09/19/2014  |                       |  |
| <b>Total Attachments: 3</b>                    |   |                       |  |
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of September 19, 2014 (the "Effective Date"), by and between Software Impressions, LLC, a Connecticut limited liability company ("Assignor"), and SAI Global Compliance, Inc., a Delaware corporation ("Assignee").

A. Assignor is the owner of the trademarks and trademark registrations listed in Exhibit A attached hereto; and

B. Assignee, as successor in interest to Integrity Interactive Corporation, is the Sole Member of Assignor; and

C. Assignee wishes to obtain, and Assignor is willing to assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any present or future infringement or other violation of the Marks on or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Marks, testify in any legal proceeding relating to the Marks, and execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and

registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.


4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.


IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

**Software Impressions, LLC**

**SAI Global Compliance, Inc.**

By: SAI Global Compliance, Inc.  
Its: Sole Member

By:   
Name: Jim Curran  
Title: EVP FINANCE  
Date: 9/19/14

By:   
Name: Jim Curran  
Title: EVP FINANCE  
Date: 9/19/14

**EXHIBIT A**

**MARKS**

| <b>Country</b> | <b>Mark</b>     | <b>Registration No.</b> | <b>Registration Date</b> |
|----------------|-----------------|-------------------------|--------------------------|
| United States  | Ethicsadvantage | 3246491                 | May 29, 2007             |